

# ***General commercial terms and conditions of CRESSTO Ltd. company***

## **1. General provisions**

- 1.1. CRESSTO Ltd. (hereinafter referred to as The Seller) sells products and services to The Purchaser based on the delivery, price and payment terms stated in the following articles; different commercial terms and conditions can be determined only after an agreement with a written confirmation of both sides. The seller is recorded in the Commercial Register kept by the Regional Court in Ostrava, section C, insert 3399 (company registration number 46578048) and is registered for VAT at the Tax Office in Ro0nov pod Radhozt m (tax identification number CZ46578048)
- 1.2. Ecology: The Seller has made Contract about the joint performance of return taking and usage of waste from packing with the company EKO-KOM a.s. (client number EK-F00027674) and declares that a service charge has been paid for the dispatched packing.
- 1.3. All products can be returned for ecological disposal free of charge.

## **2. Offers, price lists**

- 2.1. Offers and prices of The Seller are valid during the period stated in the offer, but not later than 3 months after their sending to The Purchaser. Prices can also be modified in exceptional cases during the period of their validity. Prices are always stated without VAT and transportation costs. Information stated in the commercial and technical materials is informative and unenforceable from the side of The Purchaser. The only relevant documents are binding written offers of The Seller.
- 2.2. The seller stipulates the right to change the technical parameters of the products in the interest of improving their qualities without a previous written notice. The Seller does not respond for mistakes resulting at printing of commercial and technical materials.

## **3. Delivery terms and conditions**

- 3.1. Goods can only be delivered based on a firm purchase order which can be carried out these ways:
  - personally in the seat of the company
  - by mail to the address CRESSTO s.r.o., Hasi ská 2643, 756 61 Ro0nov p.R.
  - by phone to numbers +420 571 843 162, +420 571 845 338
  - by fax to the number +420 571 842 616
  - by e-mail to the address [firma@cressto.cz](mailto:firma@cressto.cz)
  - by sending an order from the e-shop to [www.cressto.cz](http://www.cressto.cz)
- 3.2. By sending an order, The Purchaser confirm an agreement with these terms and conditions and the prices according to a valid price list of CRESSTO s.r.o. in the period of its receiving by the company. The order must include the identification data of The Purchaser, exact identification of the product, required amount and a signature of the authorized representative of the company or a person commissioned by him. It is also suitable to state a required way of delivery and a contact person including a phone connection for the case of specification of the data in the order.
- 3.3. Based on the received order, CRESSTO s.r.o. can demand a confirmation of the order sheet (an alternative for the purchase contract) with stated price, delivery and payment terms and conditions.

- 3.4. The delivery time is determined by The Seller to the best of his knowledge at the confirmation of the order. Products can usually be delivered immediately in case of sufficient stock amount of the required products, in case of necessary production of the required products in the period of maximum 3 . 4 weeks (in case of low pressure sensors up to 8 weeks) or in other agreed time.
- 3.5. If the agreed delivery time is not observed, The Seller is eligible to deliver the goods in reasonable alternative time even after expiry of the term. The Seller will discuss this new term with The Purchaser.
- 3.6. If the delivery term is not observed because of The Purchaser (late transmitting of all order supplements, technical specifications, late payment of advance invoices, registered claims after their due date, etc.), The Seller is eligible to determine an alternative date. With registered unsettled invoices from previous deliveries, it is not possible to deliver the ordered goods before a way of payment of these claims is agreed.
- 3.7. Goods are deemed to be delivered by transmitting them to the first common carrier, the contracting sides can agree on delivery by personal collection. A common carrier is a natural person or a corporate body whose subject of enterprise transportation, shipping or mail.
- 3.8. Strikes, lock-outs (also at the suppliers of The Seller) and other cases of force majeure exempt The Seller from fulfilment of the assumed contractual responsibility. The Seller will inform The Purchaser about the incurred situation.
- 3.9. The Seller stipulates the right for partial deliveries.

## **4. Passage of title to the goods**

- 4.1. The Seller stipulates the title to the goods up to its full payment including fines, damages, penalties etc. arising from business cases.
- 4.2. In case of delay in payment or other breaches by The Purchaser, The Seller is entitled to exact the delivered goods back with the retention of title back. This article does not lose force even at partial payment of the delivery.
- 4.3. The risk for damage to the goods passes to the side of The Purchaser by delivery of the goods within the article 3.7.

## **5. Price**

- 5.1. Charged prices are contractual and are understood as net from the warehouse of The Seller. For unit amounts (up to 50 pieces of one type and delivery), the prices are determined by the valid price list of CRESSTO s.r.o.. With permanent business partners at regular or bigger purchases, it is possible to agree on individual prices or asset purchase discounts. We provide by agreement a discount 10% to permanent contractual sellers of our products.
- 5.2. None of the above mentioned discounts is a subject of legal claim, their granting or cancelling is decided by the sales department of our company.
- 5.3. Shipping costs (carriage, customs, transfer charges) are charged separately in the amount determined by the provider of the given service.
- 5.4. We stipulate the right for possible changes of prices and discounts.

## **6. Price clause**

6.1. Price agreed as contractual can be additionally one-sidedly modified by The Seller further to an increase of the production costs as a consequence of price increase from the subcontractors in the period from making the contract till the delivery time.

## **7. Payment**

7.1. We invoice only permanent (contractual) business partners, however only after settling previous invoices in their due time. The goods can also be delivered cashed on delivery, paid by cash or after settling 100% of an advance invoice.

7.2. Payments must be settled in their due time within §339 of the Commercial Code, which means that the amount must be at disposal on the bank account of The Seller on the due day at the latest.

7.3. Invoices are issued with 10-day maturity; on the request of The Purchaser and after an agreement, it is possible to issue an invoice with 30-day maturity (surcharge 1% of the price) or 60-day maturity (surcharge 3% of the price).

7.4. Deliveries to foreign countries are charged on request in EUR with the exchange rate of the Commercial Bank %foreign currency . purchase+on the day the invoice is issued.

7.5. If a payment is not settled within the article 7.2., The Seller has the right to demand a contractual penalty at the rate 0.1% for each day of the default in payment. Contractual penalties are invoiced with 10-day maturity and are seen as any other claims arising from the wording of these commercial terms and conditions. A settled payment can be preferentially deemed as settlements of penalties and fines from previous business cases.

7.6. If the goods are supplied in several deliveries (see article 3.9.), The Seller is entitled to issue partial invoices.

7.7. The Seller stipulates the right to assess deposits or advance payments.

## **8. Liability**

8.1. The Seller is liable for usual predictable damages caused by him or a third person authorized by him. Any other claims of The Purchaser (eg loss of profit or consequent damages) are excluded.

8.2. All products must be used in a way that their coming up into service through an oversight or a malfunction caused by any means can not become dangerous for people or property.

8.3. A condition for asserting claims of damages is a provable use of the products in compliance with the binding recommendations of The Seller and their minimization by all available means.

8.4. All deliveries are realized in compliance with the legal regulations valid in the Czech Republic. ES declaration of compliance has been issued for the given products as amended by Act N.22/1997 Coll..

8.5. The Seller declares that the invoiced products excluding the clearly marked ones have a preferential origin in the Czech Republic.

## **9. Warranty**

- 9.1. Defects of the delivered goods can be claimed in the warranty stated in the warranty certificate or other documents of purchase. If it is not stated, warranty is understood for 12 months from the date of delivery within the article 3.7. Warranty for software applies to the legibility of the data media and the warranty is 6 months. In these warranty periods The Purchaser can assert a claim for defects arising from the use in compliance with the technical conditions, warranty must be claimed in writing immediately after the defect is detected.
- 9.2. Warranty for completeness or damage of the delivery can be claimed up to 7 days from receiving the goods.
- 9.3. Legitimacy of claims complies with the findings at identification of the defects at the place of work of The Purchaser
- 9.4. In case of a legitimate claim, The Seller has the right to change the goods, repair them or substitute them with an equivalent type.
- 9.5. If The Seller does not fulfil his obligations within the article 9.3. in a reasonable term, The Purchaser is eligible to withdraw from the contract or claim a decrease of the purchase price.
- 9.6. The Purchaser is deprived of rights for changing the goods if the goods were not purchased in the standard model (custom-made production or configurations specified in the order).
- 9.7. Warranty can be claimed only for single parts of the delivery as they were stated in the purchase document; warranty of the whole delivery because of a defect of one of the components is possible only after a previous agreement.
- 9.8. If The Seller finds out that the claimed product is without a defect, The Purchaser can be charged the costs arising from testing it; the basic charge in this case is 350 CZK/piece. The Purchaser has the right to prove that the real costs were lower than the charged ones.
- 9.9. The Purchaser is obliged to deliver the claimed goods to the address of The Seller. Transport costs of the claimed goods go to The Purchaser. The consignment must include a written specification of the defect.
- 9.10. If not stated in the previous articles, warranty, complaints and possibilities of returning the goods comply with the relevant articles of the Commercial or Civil Code.

## **10. Repairs after warranty**

- 10.1. The Seller provides service after warranty in contractual prices.
- 10.2. A price expertise can be made before the service operation on a request of The Purchaser, the costs for this activity go to The Purchaser.

## **11. Special provisions**

- 11.1. In case of cancelling a confirmed order by The Purchaser, The Seller is eligible to charge The Purchaser damages, ie. arising costs and loss of profit, the basic charge in this case is 20% from the final price of the product.
- 11.2. If The Purchaser does not fulfil the payment terms according to the above mentioned articles, The Seller is eligible to suspend further deliveries until the previous claims are settled.
- 11.3. If The Purchaser does not settle the claims from previous business cases up to 2 months from the day of suspension within the article 11.2., The Seller is eligible to withdraw one-sidedly from the suspended delivery and charge The Purchaser damages, ie. arising costs and loss of profit, the basic charge in this case is 20% from the final price of the product.

- 11.4. In case that one or more provisions of these %General commercial terms and conditions...+ will be considered as illegal, invalid or unenforceable, such illegality, invalidity or unenforceability will not concern other provisions of these terms. All illegal, invalid or unenforceable provisions will be replaced by new ones which will be as close as possible to the sense and purpose of the original ones.
- 11.5. The Seller is eligible to state general technical information about a business case including the basic identification data about The Purchaser in reference sheets and similar materials.

## **12. Effect**

- 12.1. These %General terms and conditions ....+become effective on 1<sup>st</sup> March 2007 and replace in full the previous terms and conditions.